

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant <u>Maloney &amp; Burch</u>		2. Registration No. <u>4844</u>						
3. Name of foreign principal <u>Alexandre Sambat</u>		4. Principal address of foreign principal <u>Libreville, Gabon</u>						
5. Indicate whether your foreign principal is one of the following type:  <input type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify) _____</td></tr></table> <input checked="" type="checkbox"/> Individual—State his nationality <u>Cabonese</u>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant.  b) Name and title of official with whom registrant deals.								
7. If the foreign principal is a foreign political party, state:  a) Principal address  b) Name and title of official with whom registrant deals.  c) Principal aim								

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Presidential candidate in Gabon, independent.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

Aug. 9, 1993

Name and Title

Robert Bunn  
Partner

Signature

Robert Bunn

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant

Name of Foreign Principal

Maloney & Burch

Alexandre Samba

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Legal representation through attorney/  
client relationship. Act as escrow agent.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Legal Representation including  
Riscrow Agent

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
Aug. 9, 1993	Robert Dunn, Partner	Robert Dunn

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES  
**MALONEY & BURCH**  
1100 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036-4101  
—  
(202) 293-1414  
FAX (202) 293-1702

April 16, 1993

H.E. Alexandre Sambat  
c/o Suite 1000  
1735 N. Lynn Street  
Rosslyn, Va.

Re: Legal Services Agreement

Dear Mr. Sambat:

This is to confirm our agreement to (i) provide you with legal services regarding legal matters concerning the creation and administration of an escrow or trust agreement and (ii) for the undersigned to serve as trustee or escrow agent thereunder.

For our professional services, we are to be compensated at an hourly rate of \$200 per hour plus out-of-pocket expenses such as travel, filing fees, long distance telephone calls, telecopy, court reporters, investigators, photocopying, postage and other such similar out-of-pocket costs. You will be invoiced for time and expenses on a monthly basis as work is performed after the retainer is exhausted. A late fee of 1/2% per month for all professional billings not paid within thirty (30) days may be assessed on the amount outstanding.

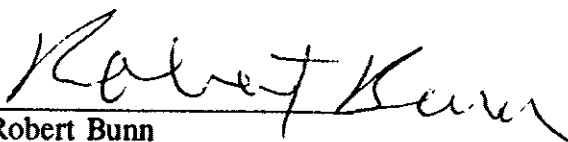
You agree to pay \$10,000 as an initial retainer. The retainer will be applied against our hourly billing and out-of-pocket costs. We shall maintain the confidentiality of this Agreement and shall maintain the Attorney-Client relationship for all work performed hereunder and under the trust or escrow agreement. The undersigned will handle this matter and will serve as trustee or escrow agent under the escrow or trust agreement.

Mr. Sambat  
Page 2

Please do not hesitate to call me with any questions or comments you may have. If this Agreement meets with your approval, please sign one of the originals of this letter in the space provided and return it to me with your check for \$ 10,000. Retain the other signed original in your files. It is agreed that the retainer shall be paid from the first funds to be deposited with your campaign.

We appreciate this opportunity to be of service to you.

Sincerely,

  
Robert Bunn

AGREED AND ACCEPTED:

DATE: \_\_\_\_\_

7/16/93

  
H.E. Alexandre Sambat

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of April 6, 1993 by and between the H.E. Alexandre Sambat Campaign, maintaining an address at 1735 N. Lynn St., Suite 1000, Rosslyn, Va. ("Beneficiary") and Robert Bunn, Esq., Suite 1200, 1100 Connecticut Ave., N.W., Washington, D.C. 20036 ("Trustee").

### W I T N E S S E T H:

WHEREAS, the term Beneficiary refers to the party defined as such above but is sometimes used to describe H. E. Alexandre Sambat in the text of this Agreement, thus the parties agree and understand that the references to H.E. Alexandre Sambat, individually, do not change the intention that the entity named above shall be the Beneficiary of this Agreement; and

WHEREAS, Beneficiary desires to have Trustee, as his attorney for these purposes, hold and disburse the funds and other assets delivered to the Trustee into escrow hereunder, in escrow, to be administered under the terms of this Agreement; and

WHEREAS, Beneficiary shall have the sole and exclusive beneficial interest in this escrow; and

WHEREAS, the Legal Services Agreement, entered into by Beneficiary and Trustee, of even date herewith, provides among other things, for the execution and delivery of this Agreement, and for the provision of legal services by Trustee to the Beneficiary with regard to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### I. General Authority of Trustee.

Pursuant to the terms of this Agreement, Trustee is hereby authorized to:

A. Contract with any person for leasing a principal residence for occupancy by the Beneficiary and his family, an automobile or automobiles for use by the Beneficiary and his family, and furniture for use by the Beneficiary and his family for such periods, at such rents, and subject to such conditions as Trustee shall deem appropriate, and to execute all such leases and contracts as shall be necessary or proper in connection therewith.

B. Maintain the two escrow accounts of deposit provided for in this Agreement in accordance with the terms of this Agreement, and to deposit any monies which may come into his hands as such Trustee with the Bank set forth and defined below, and in accordance

with this Agreement, and for the purposes set forth herein, to withdraw any of such money which now is or shall be so deposited and disburse as he shall deem appropriate to pay any items payable by Beneficiary, or to become due and payable, in connection with the purposes of this escrow.

C. Sign all checks, as Trustee, drawn on the Escrow Accounts (as defined below) provided for herein.

D. If it is necessary to carry out the purposes of this Agreement, the Trustee may execute, in Trustee's name, bills, notes and/or deeds for any and all purposes, and to enter into and sign, seal, execute, acknowledge, and deliver any contracts, deeds, assignments, transfers, or other instruments whatsoever, and to draw, accept, make, endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes, or other commercial or mercantile instruments, and the Beneficiary agrees that funds in the appropriate Escrow Accounts may be used to pay the sums to which the Trustee is obligated under such instruments.

E. Perform any other services related to the terms of this Agreement as herein specified and as requested by Beneficiary.

F. Adequate Funds shall be maintained on deposit in the Escrow Accounts to satisfy the payment of obligations arising hereunder for which Trustee has agreed to be responsible. The sums set forth in Exhibit A shall be maintained at all times in the appropriate Escrow Accounts. To the extent not presently contained therein, the final figures for expenditure amounts shall be added to Exhibit A as the final figures become available and the Trustee and Beneficiary shall initial final figures as they become available and are listed on Exhibit A.

G. Exhibit B shows the sums needed for moving into Beneficiary's principal residence and beginning operations and shall be available on the date hereof or when needed.

## II. Accounts.

A. Trustee is hereby authorized to open and maintain in the name of Robert Bunn, as either Trustee or Escrow Agent, two escrow deposit accounts with Signet Bank, N.A. or any other bank located in Maryland, the District of Columbia or Virginia, insured by the Federal Deposit Insurance Cooperation and upon which the parties hereto mutually agree ("the Bank"), and to disburse sums to or for the benefit of Beneficiary in accordance with the terms of this Agreement. One Account shall be designated the "Personal Expenditures Account" and the funds deposited therein shall be used to pay for personal ordinary household and expenses of Beneficiary and his family. The second account shall be designated the "Operating Account" and the funds deposited therein shall be used to pay for



business and other operational expenses of the Beneficiary (together or separately the "Escrow Accounts"). The Trustee shall have the authority to transfer funds from one Escrow Account to the other Escrow Account to maintain the required balances set forth in Paragraph I.F. herein. The Escrow Accounts need not be interest bearing. The Escrow Accounts shall bear the Beneficiary's social security or other tax identification number.

B. All amounts deposited pursuant to this Agreement and any interest earned thereon shall be referred to as the "Funds". The Trustee may place the Funds in an interest bearing account, such securities of the United States of America, money market funds or certificates of deposit as may from time to time be determined by Trustee, so long as the Funds will be available to satisfy the disbursement requirements hereof.

C. Trustee is hereby authorized to provide the Bank with a copy of this Agreement upon request made pursuant to any regulatory reporting, or policy requirements of the Bank such action shall not be deemed a breach of this Agreement or the Legal Services Agreement. Beneficiary shall cooperate fully in providing any information necessary to satisfy any regulatory, reporting or policy, requirements.

D. Should any such regulatory reporting requirements necessitate any change in the manner in which the Funds are held in trust or escrow Beneficiary hereby instructs Trustee to adjust the manner in which funds are held in escrow in order to comply with any such regulatory reporting requirements. Regulatory reporting or policy requirements for purposes hereof shall include all federal, state or local, or regulatory or bank reporting requirements, or requirements for the regulation of transactions at institutions such as the Bank.

E. Trustee shall be authorized to act upon the signature of Beneficiary represented by the signature of John McNeill as it appears below. To the extent that invoices are sent by Trustee to Beneficiary for signature, Beneficiary shall promptly return the invoice, signed, or communicate any objection immediately to Trustee. If Beneficiary does not communicate an objection within five (5) days of receipt, Trustee may pay the invoice.

### III. Disbursement of Funds.

A. All disbursements from the Escrow Accounts shall be by check or other negotiable instruments or wire transfer so long as receipts shall be available.

B. Trustee shall hold and disburse the Funds as follows:

#### 1. Personal Expenditures Account.

a. The Trustee is authorized to disburse from the Personal Expenditures Account up to a total of \$ 38,500 per month for ordinary household and personal expenses of Beneficiary and his family, subject to changes if Exhibit A is changed.

b. The Trustee shall not be obligated to make any disbursements from the Personal Expenditures Account if the disbursement would cause the Personal Expenditures Account balance to decrease below the minimum amount required by Paragraph I.F.

c. The Trustee is authorized to disburse funds to pay an amount that would cause monthly disbursements to exceed \$ 38,500 only upon presentation of an invoice signed by Beneficiary designating the payee of the exceeding disbursements, or if the figure changes due to changes in Exhibit A.

d. The Trustee is authorized to disburse funds at the time required by the applicable lease, and upon the presentation of a invoice if the lessor presents invoices for lease payments, to pay for the lease of a principal residence, furnishings for such residence, and an automobile or automobiles.

e. The Trustee is authorized to disburse such Funds as may be necessary to pay premiums for liability and casualty insurance pertaining to the leases of property used by the Beneficiary. The insurance coverages and limits shall be in amounts which the Trustee deems sufficient in Trustee's discretion.

f. The Trustee may pay the premium on liability insurance to be carried by Beneficiary in accordance with Paragraph V.A. hereof. Copies of the policies shall be given to Trustee.

## 2. Operating Account.

a. The Trustee is authorized to disburse funds to pay for consulting services under a contract between The McNeill Company ("Consultant") and Beneficiary ("Contract") upon presentation of invoices signed by Beneficiary which state "For services rendered pursuant to the Contract" and contain the amount of the fees and expenses to be paid. The invoices shall be presented monthly.

b. The Trustee is authorized to disburse funds to pay for services by the Trustee in furtherance of the terms of this Agreement and services under the aforesaid Legal Services Agreement upon presentation of an invoice sent in accordance with the Legal Services Agreement.

c. The Trustee may not disburse Funds from the Operating Account if the disbursement would cause the balance in the Operating Account to decrease below the amount required by Paragraph I.F. Under no circumstances shall the Funds in the Operating Account total less than \$120,000.

#### IV. Responsibilities of Beneficiary.

Pursuant to the terms of this Agreement, Beneficiary shall:

A. Pay any taxes to the United States Government, and the various States thereof, and to the District of Columbia and municipalities or any other subdivision for and on account of the Funds or any property, real or personal, or income or business, that may be due from Beneficiary or may be claimed to be due from Beneficiary.

B. Execute and file, any and all tax returns, protests, and claims for refund of taxes, appear and act in all matters arising out of or pertaining in any way whatsoever to any liability of Beneficiary under the Revenue Laws of the United States or any State or subdivision thereof, for any taxes, or refund or adjustment of the same, and to examine and obtain copies of, and provide to Trustee, if requested, any and all returns, schedules, lists, statements, and other papers filed by Beneficiary or on his behalf in any governmental bureau or department, and to receive from any governmental bureau or department or any of the officers or agents thereof any and all communications, including any warrants for money due, and to communicate with any governmental bureau or department or any of the officers or agents thereof, and to sign applications for any rulings or closing agreements in connection with any tax problems in the Bureau of Internal Revenue or any other Federal, state or local bureau or department.

C. Assure that Trustee will have access to sufficient funds to satisfy the obligations for which Trustee may be liable by entering into this Agreement or other contracts or agreements on behalf of Beneficiary.

D. Cooperate fully with Trustee and to immediately provide all information known by or available to Beneficiary which may aid Trustee in performing under this Agreement.

E. Cooperate fully with any federal, state or local, or regulatory authority, or the Bank, regarding regulatory, reporting or policy matters related to this escrow and shall immediately provide to any such authority any such requested information. Trustee shall be authorized to respond immediately to inquiries from any federal, state or local, or regulatory authority, or the Bank, reporting regulatory, reporting or policy matters related to this escrow and shall be authorized pursuant to this Agreement to immediately provide to any such authority, or the Bank, any such requested information.

V. Administration of Account.

A. Beneficiary hereby agrees to indemnify Trustee, and to hold him harmless against any loss, liability, cost, damage, taxes, or expense incurred without willful misconduct on the part of Trustee, arising out of or in connection with his entering into this Agreement and carrying out his duties hereunder, including the costs and expenses of defending himself against any claim or liability. On behalf of Beneficiary, Trustee shall purchase and maintain general comprehensive liability and property and casualty insurance from a company or companies lawfully authorized to do business in Maryland, the District of Columbia, and Virginia. Such insurance shall be in the amount of at least Ten Million Dollars (\$10,000,000.00) per occurrence and the policy shall name the Trustee as an additional insured.

B. Trustee may rely upon and shall be protected in acting or refraining from acting upon any written notice, instruction, or request furnished to him hereunder and reasonably believed by him to be genuine and to have been signed or printed by the Beneficiary.

C. Trustee shall not be liable for any action taken by him in good faith and believed by him to be authorized or within the rights or powers conferred upon him by this Agreement, and may consult with counsel of his own choice and shall have full and complete authorization and protection for any action taken or suffered by him hereunder in good faith and in accordance with the opinion of such counsel or with the concurrence or consent of Beneficiary.

D. Trustee shall cooperate with the Bank in providing any information requested by the Bank in accordance with the law.

E. As payment in full for the services to be rendered by Trustee hereunder, Beneficiary shall pay Trustee in accordance with the terms of the Legal Services Agreement entered into on even date herewith. Beneficiary agrees to reimburse Trustee for all reasonable expenses, disbursements, and advances incurred or made by Trustee in the performance of his duties hereunder in accordance with the Legal Services Agreement of even date herewith.

F. Trustee does not have any interest in the Funds deposited hereunder but is serving as trustee only and having only the authority associated therewith Beneficiary shall have the full legal and beneficial interest in the Funds. Trustee shall not be responsible for the payment of or withholding of any federal, state, or local income, property or transfer taxes. Beneficiary shall pay or reimburse Trustee upon request for any transfer tax relating to the Funds incurred in connection herewith and shall indemnify and hold harmless Bank from any amounts that it is obligated to pay in the way of transfer tax. Any payments of

income from or of the Funds shall be subject to withholding regulations then in force with respect to United States taxes and any other reporting requirements required under federal and or state law. Beneficiary shall provide the Trustee with his appropriate social security or other tax identification number, certification, or nonresident alien certifications and Trustee shall provide such information to the Bank which shall be responsible for any withholding. This paragraph shall survive notwithstanding any termination of this Agreement or the resignation of Trustee.

G. Trustee shall not be called upon to advise any party as to the selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

H. Beneficiary and Trustee hereby irrevocably submit to the jurisdiction of the federal district court having jurisdiction in Washington, D.C., in any action or proceeding arising out of or relating to this Agreement and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such federal court. The other parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that delivery or mailing of process or other papers in connection with any such action or proceeding in the manner provided herein above, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

I. This Agreement expressly sets forth all the duties of Trustee with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Trustee. Trustee shall not be bound by the provisions of any other agreement between the parties hereto except this Agreement and the Legal Services Agreement.

J. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by first class, regular or certified mail, or overnight parcel service, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof) or by facsimile transmission at the following facsimile numbers:

H.E. Alexandre Sambat Campaign  
Suite 1000, 1735 N. Lynn St.  
Rosslyn, Va.  
facsimile no. (703) 525 - 7112

Robert Bunn, Esq.  
Maloney & Burch  
1100 Connecticut Ave., N.W.  
Suite 1200  
Washington, D.C. 20036  
facsimile no. (202) 293-1702

K. Trustee may resign and be discharged from its duties or obligation under this Agreement by giving notice in writing to Beneficiary of such resignation, specifying a date when such resignation shall take effect, provided that no such resignation shall be effective until the earlier of 90 days or the date a trustee of comparable standing, designated by Beneficiary, has agreed to serve as trustee in accordance with the terms of this Agreement, provided that from the date of said resignation until such earlier date, Trustee's sole duty hereunder shall be to retain access to the Funds in order to affect a transfer to such successor trustee. The term of this Agreement shall expire on December 31, 1994 at which time the remaining balance in the Escrow Accounts shall be distributed to the Beneficiary less sums to pay all then unpaid obligations and closing expenses.

L. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, heirs, administrators and representatives and shall not be enforceable by or inure to the benefit of any third party except as provided in Paragraph VI.K. with respect to a resignation by Trustee. No party may assign any of its rights or obligations under this Agreement without the written consent of the other parties. This Agreement shall be construed in accordance with and governed by the internal law of the District of Columbia (without reference to its rule as to conflicts of law).

M. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

N. The Trustee shall send to the Beneficiary copies of the Escrow Accounts statements given to the Trustee by the Bank.

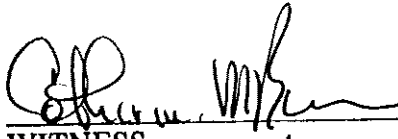
O. This Agreement may be amended only by a written document executed by the Trustee and the Beneficiary signed on the behalf of which by John McNeill.


P. The Beneficiary agrees that the Trustee may execute \*  
IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date hereinabove written.

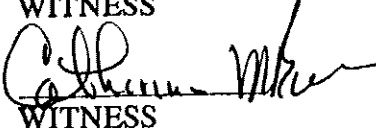
\*Exhibit C and Beneficiary agrees that when signed, Exhibit C shall be unconditional and irrevocable and may only be changed by a written document executed by Willcorp.

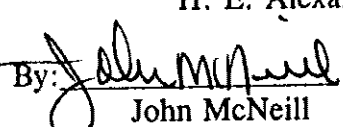
BENEFICIARY

H. E. Alexandre Sambat Campaign

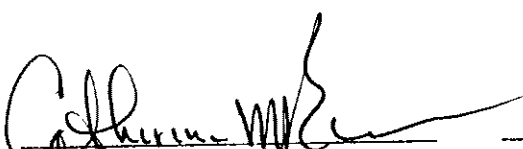
  
WITNESS

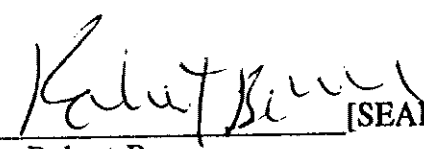
By:  [SEAL]  
H. E. Alexandre Sambat

  
WITNESS

By:  [SEAL]  
John McNeill

TRUSTEE

  
WITNESS

 [SEAL]  
Robert Bunn

## EXHIBIT A

Adequate Funds shall be maintained on deposit in the Escrow Accounts to satisfy the payment of obligations arising hereunder for which Trustee has agreed to be responsible. At least the following sums shall be maintained at all times in the appropriate Escrow Accounts.

In the Personal Expenditures Account, sufficient sums to make the following payments:

Rent

Food

Phone (including facsimile and "800")

Automobile(s)

\$ \_\_\_\_\_

Utilities

Maintenance

Miscellaneous

Cash

Furniture

Driver

Household persons:  
(Maid, Babysitter, housekeeper)

Cook

Insurance (liability, health, life  
casualty)

\$ \_\_\_\_\_

In the Operating Account, the following amount for payments under the consulting contract between Beneficiary and the McNiell Company - \$110,000 per month.



## EXHIBIT B

The following are the expenses to be incurred for moving into Beneficiary's principal residence and beginning operations. These funds are to be deposited into the appropriate Escrow Accounts on the execution of this Agreement.

- rent deposit
- pro rated rent
- moving company
- furniture lease
- utility deposit
- miscellaneous
- \$10,000 - Retainer for attorney
- \$100,000 - Retainer for The McNeill Company
- telephone

EXHIBIT C

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between James H. Williams d/b/a Wilcorp Capital Access Group and/or assigns ("WCAG"), located at 7927 Jones Branch Drive, Suite 600 South, McLean, Virginia 22102-3305, United States of America, and Robert Bunn, of the firm of Maloney and Burch, 1100 Connecticut Avenue, Northwest, Washington, D. C. 20036-4101, Trustee ("Trustee"), of the Alexandre Sambat Campaign Escrow Account, for the benefit of a beneficiary referred to herein as Client.

WITNESSETH:

WHEREAS, Client is desirous of funding of approximately five to twenty million (US \$ 5,000,000.00 to \$ 20,000,000.00) dollars.

WHEREAS, Wilcorp is desirous of obtaining and of providing to Client, on a best efforts basis, approximately five to twenty million (US \$ 5,000,000.00 to \$ 20,000,000.00) dollars.

WHEREAS, Client is desirous of retaining Wilcorp to obtain and to provide to Client, on a best efforts basis, approximately five to twenty million (US \$ 5,000,000.00 to \$ 20,000,000.00) dollars to begin the financing related, directly or indirectly, to the requirement, and Client is desirous of retaining Wilcorp to obtain and to provide to Client the financing, on a best efforts basis, and any subsequent financing relative to completion of all phases of the requirement. The Client and the beneficiary shall assist and cooperate in obtaining these funds by giving the appropriate presentations to potential funding entity.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, and other valid consideration deemed by the parties hereto to be sufficient under this Agreement, Wilcorp and Client hereby enter into this Agreement for investment banking services in connection with Wilcorp obtaining and providing, on a best efforts basis, approximately five to twenty million (US \$ 5,000,000.00 to \$ 20,000,000.00) dollars to begin the financing ("Financing") related, directly or indirectly, to the requirement, and Client agrees to retain Wilcorp to obtain and to provide to Client the financing, on best efforts basis, and subsequent project financing relative to completion of all phases of the requirement, and the parties hereto further agree as follows:

1. Wilcorp agrees to use its best efforts in its investment banking services to obtain and to provide the financing as soon as practicable on behalf of Client.

2. Trustee agrees to pay, immediately upon clearance of funds, to Wilcorp and/or assigns in accordance with instructions provided by Wilcorp, a reasonable fee in connection with Wilcorp's investment banking services to obtain and to provide the financing on behalf of Client, pursuant to the following fee schedule:

- (a) 10% of the first five million (US \$ 5,000,000.00) dollars (five hundred thousand ((US \$ 500,000.00)) dollars) will be paid upon deposit of five million dollars into the ASCEA;
- (b) 9% of the next five million (US \$ 5,000,000.00) dollars (four hundred-fifty thousand ((US \$ 450,000.00)) dollars) will be paid upon deposit of the next five million dollars into the ASCEA;
- (c) 8% of the next five million (US \$ 5,000,000.00) dollars (four hundred thousand ((US \$ 400,000.00)) dollars) will be paid after the next deposit of five million (5,000,000.00) dollars into the ASCEA; and,
- (d) 7% of any amount above fifteen million (US \$ 15,000,000.00) dollars will be paid upon each deposit of such amounts into the ASCEA.

If the fifteen million (US \$ 15,000,000.00) dollars discussed in a,b, and c above is deposited into the ASCEA as a single payment, then the foregoing fee of one million, three hundred fifty thousand (US \$ 1,350,000.00) dollars, which is the sum of the fees set forth in a,b,c above, will be paid in one payment.

3. Upon the execution of this Agreement, Client agrees to pay to Wilcorp the sum of twenty-five thousand (\$ 25,000.00) dollars, which will be paid in the following manner:

(a) Ten thousand (\$ 10,000.00) dollars will be paid upon the signing of this Agreement, with the understanding that five thousand (\$ 5,000.00) dollars will be refunded if the first five million (\$ 5,000,000.00) is not deposited into the Alexandre Sambat Campaign Escrow Account within forty-eight (48) hours of the final successful presentation to the potential funding entity as set forth above; and,

(b) the remaining fifteen thousand (\$ 15,000.00) dollars of the retainer, will be paid only upon the deposit of the first five million (\$ 5,000,000.00) dollars into the Alexandre Sambat Campaign Escrow Account; such payment is to be made from the ASCEA in the same manner as the payments are to be made under paragraph 2.

4. Wilcorp agrees to use its best efforts to obtain and to provide the financing on behalf of Client, but makes no guarantees, representations or warranties that the financing will be obtained and provided under any circumstances.

5. This Agreement shall be non-recourse to Client and Trustee, Wilcorp agreeing to look solely to the deposited sums for the fees set forth in paragraphs 2. and 3 (b).

6. Wilcorp and Client agree that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

7. This Agreement supersedes all previous agreement, written or oral, and shall inure to the benefit of and be binding upon Wilcorp and Client, and their successors and assigns.

8. The waiver by either Wilcorp or Client of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

9. This Agreement is executed in duplicate counterparts, each of which shall be deemed and original and together shall constitute on and the same Agreement, with one counterpart being delivered to each party hereto.

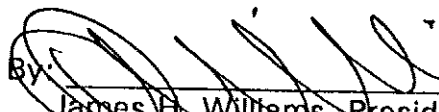
10. Wilcorp and Client agree that this Agreement and the performance hereunder and all proceedings hereunder be construed in accordance with and under and pursuant to the laws of the United States and that in any action or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the United States shall be applicable and shall govern to the exclusion of the law of any other forum. Wilcorp and Client agree that federal courts of the United States shall have exclusive jurisdiction and venue over the terms, conditions, interpretation and enforcement of this Agreement.

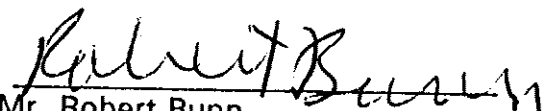
11. H. E. Alexandre Sambat, by his signature below, agrees on behalf of himself and on behalf of the Alexandre Sambat Camapign, (i) to the terms of the foregoing Agreement, (ii) that the Trustee is instructed to sign this Agreement, and (iii) that this Agreement is irrevocable and unconditional and can only be changed by a written document executed by Wilcorp.

page -4- (of 4 pages)  
AGREEMENT  
April 14, 1993

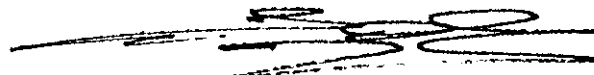
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, upon proper corporate authority, on the 16<sup>th</sup> day of April, 1993.

Wilcorp Capital Access Group and/or Assigns

By:   
James H. Williams, President  
TRUSTEE for the beneficiary

By:   
Mr. Robert Bunn,  
TRUSTEE for the Alexandre Sambat  
Campaign Escrow Account, for the  
benefit of the Client

AGREED:

  
\_\_\_\_\_

H. E. Alexandre Sambat